

LIABILITY FOR DAMAGE TO ASSIGNED QUARTERS

Public law makes military residents of Government housing units legally responsible for damage to the units, or for damage or loss of Government-owned appliances and furniture. Damages include lack of cleaning or failure to clean when resident clears/moves out of assigned room. This notice explains the rules, which apply to unaccompanied personnel housing. Please read carefully and keep a copy for your records.

1. You can be held pecuniary (financially) liable when your Government quarters, appliances, or furnishings are lost, damaged or destroyed as a result of your negligence or abuse. You are negligent if you act carelessly, or if you are aware that your guests act carelessly and you do not take proper steps to prevent or minimize such conduct. Abuse means either willful misconduct or the deliberate unauthorized use of quarters, i.e., conducting an unauthorized business in the housing unit.
2. The Army has limited your liability to an amount equal to one month's basic pay, unless the damage or loss is caused by your gross neglect or willful misconduct. In such a case, you are liable for the full amount of the damage or loss, which could amount to thousands of dollars. You are grossly negligent if you act in a reckless or wanton manner, or if you are aware that your guests act recklessly and you do not take proper steps to prevent or minimize such misconduct or reckless behavior. If despite such knowledge, you fail to exercise available opportunities to prevent or limit the damage, you are grossly negligent and will be charged for the full amount of the loss.
3. You are not liable for damage consisting only of fair wear and tear, or caused by an act of God or by the acts of persons other than your guests.
4. Special rules for quarters-related reports of survey permit commanders to waive claims for damage or loss when such is found to be in the best interest of the United States. This waiver authority, which is similar to forgiveness of the debt, is new. If you request a waiver and fail to get it, you can appeal the matter through report of survey channels. If unsuccessful, you can seek redress through the Army Board for Correction of Military Records.
5. The potentially great liability makes the question of insurance more important. However, only you can decide whether your potential risks warrant the purchase of insurance. The Army does not require it, but you may have insurance for your protection and peace of mind.

I have read and understand the policy contained herein.

Printed name and rank

Bldg/room

Signature

Date

STATEMENT

1. REFERENCE: Sentences 3 and 4 of paragraph 3h, page B-2, BBG PAM 210-2.
2. I am aware of the fact that during freezing weather radiators must be kept turned on to prevent from freezing and bursting.
3. I am informed that radiators under open windows can freeze, if not turned on, with outside temperatures as low as 25 degrees F.
4. I understand that I may be held financially liable for damages caused by not complying with para. 2 above.

Date

Signature

Printed Name